

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

TZIPPA B WINBERGER,

Plaintiff

-against-

DELL FINANCIAL SERVICES,

Defendant.

Civil Action No.: 17-cv-05474

R E C E I V E D

FEB 09 2018

AT 8:30
WILLIAM T. WALSH
CLERK

STIPULATION AND CONSENT ORDER

THIS MATTER having come before the Court by the agreement and upon the joint application of the parties; and Plaintiff Tzippa B. Weinberger ("Plaintiff") and Defendant Dell Financial Services ("Defendant") having agreed, through their respective undersigned counsel, to enter into binding arbitration of Plaintiff's claims against Defendant; and good cause having been shown;

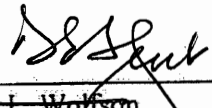
IT IS THIS ^{9th} day of February, 2018 hereby

ORDERED that Plaintiff and Defendant are to submit their dispute to arbitration with the American Arbitration Association in accordance with the parties' written agreement to arbitrate, attached hereto; and it is further

ORDERED that Plaintiff's claims in the above-captioned matter are stayed pending resolution of her claims in arbitration; and it is further

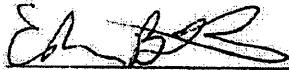
ORDERED that this matter is hereby administratively terminated.

IT IS SO ORDERED.


Freda L. Wolfson
United States District Judge

USMJ

The undersigned counsel hereby consent to the substance and form of this Order,
and to its immediate entry upon the docket.



Edward B. Geller, Esquire
M. Harvey Rephen & Associates, P.C.
15 Landing Way
Bronx, New York 10464
Attorney for Plaintiff



Edward J. Murphy, Jr., Esquire
Murphy & Associates
640 Sentry Parkway, Suite 100
Blue Bell, PA 19422
Attorney for Defendant

ATTACHMENT A

DELL PREFERRED ACCOUNT CREDIT AGREEMENT

IMPORTANT MESSAGE FOR CUSTOMERS

Following is the DELL PREFERRED ACCOUNT CREDIT AGREEMENT that governs the Dell Preferred Account you requested for purposes of financing the purchase of goods and/or services from Dell Inc. or its affiliates ("Dell"), or other participating retailers who accept the Dell Preferred Account (each, a "Participating Merchant"). Please read it carefully. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS. UNDER THIS AGREEMENT YOU MAY BE REQUIRED TO RESOLVE DISPUTES WITH WEBBANK, DELL FINANCIAL SERVICES ("DFS"), AND OTHERS THROUGH ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN A COURT PROCEEDING. If you reject the terms and conditions contained in the Agreement, you still have time to cancel your Account and avoid any interest charges and other credit costs.

IF YOU WISH TO DECLINE THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT, YOU MUST CALL 1-800-879-9500 FOR DELL PURCHASES OR 1-800-283-2210 FOR PARTICIPATING MERCHANT PURCHASES WITHIN THREE (3) DAYS OF RECEIPT OF THE AGREEMENT. You will need to provide the phone representative with your Dell Preferred Account number, your Dell Customer Number or Participating Merchant Customer Number and/or your Order Number(s). The phone representative will communicate with WebBank to ensure that your Account will not become effective. If you made a purchase from Dell, the phone representative will either cancel your order or obtain another method of payment. If you made an in-store purchase from a Participating Merchant, you should return the items purchased to the Participating Merchant. If your purchase arrives at your home after you have canceled it and the shipment is left at your home without a signature, do not open the boxes. Call the carrier and tell them that you are refusing shipment. The carrier will arrange with you to pick up the shipment and return it to Dell or the Participating Merchant.

If you do not contact DFS to cancel your Account and fail to return your purchase to Dell or the Participating Merchant within the applicable return period, your acceptance of any products you purchased constitutes use of the credit offered and acceptance of the terms and conditions of the Agreement. Your acceptance of the Agreement will authorize DFS and/or its affiliates to request an advance of funds pursuant to the Agreement to pay for your purchase from Dell or the Participating Merchant.

DELL PREFERRED ACCOUNT CREDIT AGREEMENT

Offered by WebBank, a Utah Industrial Bank, and serviced by Dell Financial Services.

Definitions. The word "Agreement" refers to your Dell Preferred Account Credit Agreement. In this Agreement, the words "you" and "your" mean the person who applied for this Dell Preferred Account. With the exception of the arbitration

provision, the words "we", "us", and "our" mean WebBank, who is the lender. "Account" means your Dell Preferred Account, which will be governed by this Agreement. Dell Financial Services ("DFS") will service your Account for WebBank.

Use of Your Account. Your use of the open-end credit offered pursuant to this Agreement, or its use by anyone you authorize, shall constitute acceptance of the terms of this Agreement and the arbitration provision contained in this Agreement. Your use of the Account also acknowledges that you are of legal age to enter into a binding agreement with us.

Billing Period. A Billing Period is the interval between monthly billing statements. The Statement Closing Date is the last day of the Billing Period for that statement.

Payment. You promise to pay us for all purchases charged to your Account plus any Interest Charges and any other charges that may be assessed as provided in this Agreement. You promise to pay at least the Minimum Payment Due as shown on your billing statement each month by the Payment Due Date. We will advise you of your Payment Due Date each month on your billing statement. Your Payment Due Date will be the same day of the month for each monthly Billing Period and will be at least twenty two (22) days after the close of each Billing Period. Your Minimum Payment Due is the sum of all past due amounts plus the greater of \$20.00 or 3% of the New Balance shown on your billing statement, rounded up to the next dollar. At any time we can require you to pay all amounts by which your balance exceeds your Credit Limit. You may pay all or any part of your balance at any time without penalty.

When Periodic Interest Charge is Imposed. Interest Charges on purchases will accrue from the shipment date or the in-store purchase date of the product until the date we receive payment in full of the balance on your Account. However, if you paid in full the New Balance from your immediately preceding Billing Period by the Payment Due Date shown on the statement, then: (1) if your Previous Balance was zero (0) and you pay the New Balance for the current Billing Period by the Payment Due Date shown, you will not be charged any Interest Charges; and (2) if you make a payment by the Payment Due Date shown on the current statement that is less than the New Balance, that payment will be credited as of the payment date and interest will be assessed.

Periodic Interest Charge. We figure the "Interest Charge" on your Account for any Billing Period by applying the Daily Periodic Rate to the Average Daily Balance of your Account (including new purchases) and multiplying the result by the number of days in the Billing Period. To determine your "Average Daily Balance," we calculate a new balance each day of the Billing Period for each separate credit plan that is part of your Account. For each credit plan we do the following: we take the previous balance each day, which includes any billed, but unpaid Interest Charges, Late Payment Fees and other fees, add any new purchases or charges, and subtract any payments or other credits. Then, we add up all the New Balances for the Billing Period, and divide the total by the number of days in the Billing Period. This gives us the Average Daily Balance for each separate credit plan that is part of your Account. The Average Daily Balance computation results in the

compounding of interest on your Account, and you agree that we may compound interest on your Account. Please see above, under "When Periodic Interest Charge is Imposed," for special rules that apply if new purchases are shipped or purchased in-store in Billing Periods when your prior Billing Period's New Balance was zero (0) or was paid in full. Interest Charges for purchases subject to a Promotional Credit Plan with a deferred interest feature will not be added to your Account if you pay your balance in full by the appropriate Payment Due Date. If the Interest Charge on any billing statement is less than \$2.00, a minimum Interest Charge fee of \$2.00 will be imposed. The fee will be referred to on your billing statement as "Minimum Interest Charge Fee."

Periodic Rate. The Daily Periodic Rate and corresponding Annual Percentage Rate (APR) are variable rates and may change each month. The Corresponding Annual Percentage Rate (the APR for purchases) that applies to your Account is determined by adding a Margin to the Index, which is described below.

The Daily Periodic Rate is determined by multiplying the APR for purchases by 1/365th (1/366th in a leap year).

The current corresponding APR for purchases, Daily Periodic Rate, Margin and any additional restrictions on how we determine the Annual Percentage Rate appear on the Pricing Addendum that accompanies and is a part of this Agreement.

The Index is the Prime Rate published in the "Money Rates" table by *The Wall Street Journal* the business day immediately preceding the first day of your billing cycle. Any change in the Index will cause the corresponding Annual Percentage Rate to be adjusted as of the first day of your Billing Period that begins after the change.

Promotional Credit Plans. In addition to purchases that accrue Interest Charges and require monthly payments as described previously in this Agreement, Promotional Credit Plans may be offered from time to time on specific purchases. A Promotional Credit Plan is strictly limited by its terms and the terms and conditions of the special promotion to which it relates. In addition, the benefits of a Promotional Credit Plan will expire and all accrued Interest Charges in these plans will be added to your Account if your Account is placed in default. The special promotions that may be offered include:

- a) No Interest Credit Plan – If you pay the full purchase price before the expiration date of the promotion, as indicated on your billing statement, and pay the Minimum Payment Due each Billing Period when due, no Interest Charges will be imposed on the purchase. If such payments are not made, Interest Charges from the date of shipment or in-store purchase date will be added to your Account either when you fail to make a payment during the promotion period or at the end of the promotion period. We may offer promotion periods of different lengths that we will announce from time to time.

- b) **Promotional Rate Plans** – We may offer Promotional Rate Plans with promotional periods of different lengths that we will announce from time to time for a specified number of days.

Credit Limit. Your "Credit Limit" on your Account will be shown on your billing statement. You, not we, are responsible for preventing the balance on your Account from exceeding the Credit Limit. You agree not to make any purchases that would make the unpaid balance on your Account exceed your Credit Limit. If you exceed your Credit Limit, we may require you to immediately pay the excess and related Interest Charges. You also agree that we may increase or lower your Credit Limit at any time.

Charges. The following fees, when imposed, will be added to your Account balance. The following amounts are our current fee charges. We reserve the right to change the fee schedule from time to time and, if we do so, we will give you any notice required by law. You may call Customer Service for a current fee schedule.

- A Late Payment Fee will be imposed if you fail to pay us the Minimum Payment Due in full by the Payment Due Date on your billing statement. The Late Payment Fee will be up to \$25.00 for the first late payment and up to \$35.00 for additional late payments within the next six (6) billing cycles after any prior late payment but will not be more than the amount of your Minimum Payment Due immediately prior to the late payment.
- A Not Sufficient Funds (NSF) Fee will be imposed if your bank returns your check or payment instrument to us unpaid, or will not honor your direct debit, or we cannot process such payment for any reason. The NSF Fee will be up to \$25.00 for the first returned payment and up to \$35.00 for additional returned payments within the next six (6) billing cycles after any prior returned payment but will not be more than the amount of your Minimum Payment Due immediately prior to the returned payment. You will incur the NSF Fee even if your payment is later honored by your bank upon subsequent presentment.
- The \$2.00 minimum Interest Charge imposed on any billing statement for which a periodic Interest Charge is imposed as described in the paragraph entitled "Periodic Interest Charge." It will appear on your billing statement as "Minimum Interest Charge Fee."
- Miscellaneous Fees may be imposed, including a charge for copies of billing statements that we are not required by law to furnish you without charge. The rates are: research time \$15.00 per hour and billing statements \$4.00 per copy.
- An Expedited Payment Fee of up to \$15 per payment may be imposed for authorizing a customer service representative to process a one-time expedited payment through the use of Automated Clearing House procedures or other electronic funds transfers from your checking account. This fee does not apply if you sign up for an ongoing automatic payment plan where payments are deducted routinely from a designated account.

Form of Payment. All payments must be in U.S. Dollars, and be made by check, money order, electronic funds transfer or such other means as we may expressly permit. Do not send cash. Payments made via a credit card will not be accepted. Any payment made using

a check or draft may not be processed or applied to your Account if it is: postdated; incomplete (such as when a signature is missing); the numeric amount is different than the written amount; or it is not made payable in accordance with the instructions on your billing statement. All credits for payments on your Account are subject to final payment by the institution on which the item of payment was drawn. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If you submit as payment three (3) electronic funds transfers returned for any reason in any twelve (12) month period, you agree that we may refuse to accept subsequent payments by electronic funds transfer even if any of the checks was later accepted by your bank.

Generally, we will not accept any payment that is not drawn either on a financial institution located in the U.S. or the U.S. Post Office. If we do, we may charge you any bank collection fees we incur. We can accept late or partial payments, and payments that are marked with restrictive endorsements such as "payment in full," without losing any of our rights.

PLEASE REMIT PAYMENTS TO: Dell Preferred Account, Payment Processing Center, P.O. Box 6403 Carol Stream, IL 60197-6403.

Application of Payments. We will apply payments to your Account consistent with applicable law. This means that we generally apply payments in excess of the Minimum Payment Due to balances with the higher APRs before balances with the lower APRs. Although we apply payments as of the date we receive them if they are paid in accordance with this Agreement and the instructions on your billing statement, your available Credit Limit may not reflect credit for your payment for up to ten (10) days after we receive your payment. In some circumstances, restoring your total available credit may be further delayed.

Default. Your Account will be in default if: (1) you exceed the Credit Limit in effect on your Account; (2) you fail to pay when due any amount owed under this Agreement; or (3) you made any misrepresentations to us in applying for credit. If you are in default we may require you to pay the total outstanding balance on your Account immediately. We do not have to notify you or demand payment in order to take this action. As described below under Account Cancellation, we can cancel or suspend your right to charge additional purchases to your Account at any time.

Collection Costs and Attorney Fees. As permitted by law, you agree to pay all reasonable attorney fees, court costs and other collection costs actually incurred by us in the collection of any amounts you owe us under this Agreement or which are incurred by us in the event of your bankruptcy or insolvency.

Security Interest. To the extent permitted by applicable law, you hereby grant to us and we are retaining a purchase money security interest under the Uniform Commercial

Code in the merchandise purchased on your Account until such merchandise is paid for in full. You agree to assist us in executing any documents necessary to perfect our security interest. If you do not make a Minimum Payment Due on your Account by the Payment Due Date, we may repossess any merchandise that has not been paid for in full to the extent permitted by law.

Account Cancellation. You may cancel your Account at any time by notifying us in writing. We may at any time and for any reason, without prior notice refuse to authorize any purchase on your Account, or suspend your Account and your right to use your Account. In addition, we may at any time and for any reason, without prior notice, cancel your Account. If we cancel your Account, we may require you to pay the full outstanding balance of your Account. No cancellation or suspension of your Account will affect your obligation to pay any amount you owe us under this Agreement. You agree that you will not try to make a purchase after you have been notified that your Account has been canceled.

Final Agreement. This Agreement is a final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement.

Amendments to This Agreement. We may change or terminate the terms in this Agreement or the services or features of your Account (including increasing your Interest Charges) at any time as permitted by law. We may also add new terms to this Agreement or services and features to your Account. Any change in terms or any new terms may apply to any outstanding balance as well as on subsequent transactions and balances. To the extent required by law, we will notify you in advance of any changes in terms or any new terms and any right to reject such changes by mailing a notice to you at your address as shown on our records. However, no amendment will eliminate our obligations relating to arbitration. Any dispute that arose before an amendment shall be governed by this Agreement (including the binding individual arbitration clause) that was in place when the Dispute arose.

Assignment of Account. We may sell or transfer your Account or any amounts owed on your Account to another party at any time without prior notice to you. If we assign your Account, this Agreement will still be in effect and any successor will have our rights in this Agreement to the extent assigned. Following an assignment, the words "we", "us", and "our" in this Agreement shall refer to any assignee. You shall not have any right to transfer your Account or assign this Agreement to anyone.

Telephone Monitoring. Telephone communications with us, including calls with any of our agents or independent contractors, are routinely monitored and/or recorded. You expressly consent, on behalf of yourself and other users of your phone, to being monitored or recorded.

Mobile Phone Communications. If you have already or in the future provide us with a mobile phone number as your contact number, you expressly authorize us, and our agents

or independent contractors, to contact you regarding your Account for non-telemarketing communications, via text message or mobile telephone, including by way of pre-recorded or auto-dialed calls, using that mobile phone number. Normal mobile phone charges or text message rates may apply. Your consent to use your mobile phone number may be revoked by calling 1-800-283-2210 or by sending a written notice to us, online or by U.S. Mail, at one of the following addresses:

www.dellfinancialservices.com

or

Dell Financial Services

P.O. Box 81575

Austin, Texas 78708-1575

Any revocation by you regarding your mobile phone number shall not revoke our right to contact you utilizing any other contact information you previously provided to us or may provide later.

Change of Address. If you move or change your billing address or e-mail address, you agree to promptly notify us of your new address in writing or online at www.dellfinancialservices.com.

Authorized Users. You may give another person authorization to use your Account. You are liable for all use of your Account, and you agree to pay all amounts incurred by the use of your Account, made by you or anyone to whom you have given authorization to use your Account.

Liability for Unauthorized Use. If you notice the loss or theft of your Account or a possible unauthorized use of your Account, you should call us immediately at 1-866-228-9620. You must also contact us in writing to provide information about the loss, theft or potential unauthorized use of your Account at:

Dell Financial Services, Attn: Security Department, P.O. Box 81565, Austin, TX 78708

You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

Unauthorized use does not include use by a person to whom you have given authority to use your Account.

Credit Investigation and Reporting. You agree that we may investigate your credit in connection with the initial extension, review, or collection of your Account. You agree that we may examine employment and income records and verify your credit references and also

may report to credit reporting agencies, merchants, and other creditors the status and payment history of your Account.

Delay in Taking Action. We will not lose any of our rights under this Agreement if we delay taking action for any reason. To the extent allowed by law, we may take other action not described in this Agreement, and by doing so will not lose our rights under this Agreement.

Severability. If any provision of this Agreement is found to be unenforceable, all other provisions shall remain in full force and effect.

Applicable Law. The laws of the United States of America, including the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (the "FAA"), and the laws of the State of Utah apply to and govern this Agreement and your use of your Account.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ARBITRATION NOTICE

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR ACCOUNT MAY BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW. CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.

ARBITRATION CLAUSE DOES NOT APPLY TO ACTIVE DUTY SERVICEMEMBERS.

Arbitration. Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract, tort, intentional or otherwise, constitution, statute, common law, or equity and whether pre-existing, present or future including initial claims, counter-claims, cross-claims and third-party claims), arising from or relating to you applying for, obtaining, or using this Account, this Agreement (including the validity or enforceability of this arbitration clause, any part thereof or the entire Agreement), or the relationships which result from this Agreement ("Claim") shall be decided, upon the election of you or us, by

binding arbitration pursuant to this arbitration provision and the applicable rules and procedures of the arbitration administrator (including any applicable procedures for consumer-related disputes) in effect at the time the Claim is filed. The party initially requesting arbitration shall select either the American Arbitration Association ("AAA") or JAMS as the arbitration administrator. You may change the selection to the other organization listed within 30 days after you receive notice of an election to arbitrate. If a selected arbitration administrator does not agree to arbitrate a Claim, the remaining arbitration administrator shall be selected. Claims may be referred to an administrator other than the AAA or JAMS if both AAA and JAMS are not available. We agree not to invoke our right to arbitrate any individual Claim you bring in small claims court or an equivalent court so long as the Claim is pending only in that court. It is the intent of the parties to require Claims to be submitted to arbitration on an individual basis only. **Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person.**

For the purposes of this arbitration provision, the terms "we" and "us" shall mean WebBank and Dell Financial Services L.L.C., their parents, direct and indirect subsidiaries, affiliates, licensees, predecessors, successors, assigns and any purchaser of the Account or any receivables arising from the use of the Account, and each of their respective employees, directors and representatives. In addition, for the purposes of this arbitration provision, "we" and "us" shall mean any third party providing any products or services to you or us in connection with your Account (including but not limited to any credit bureau, debt collector or vendor, Participating Merchant, and including their parents, direct and indirect subsidiaries, affiliates, licensees, predecessors, successors and assigns, and each of their respective employees, directors and representatives) if such third party is a co-defendant with us in any Claims asserted by you or if any Claims asserted by you against such third party arise from or are related to your Account or any products or services provided to you or us in connection with your Account. For the purposes of this arbitration provision, the term "you" shall mean you and any person authorized by you to use your Account.

Any arbitration pursuant to this provision may be resolved without an in person hearing, as determined by the arbitrator. If a hearing is held, it shall take place within the county or parish in which you live or at such other reasonably convenient location as agreed by the parties.

In any arbitration, we will pay the entire amount of the arbitration fees, including any required deposit. Each party shall be initially responsible for payment of their own attorney fees, witness fees and similar expenses.

The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitation and shall honor all claims of privilege and confidentiality recognized at law. The arbitrator shall have the sole and exclusive authority to resolve any dispute relating to the enforceability of this arbitration provision including any

unconscionability challenge or any other challenge that the Agreement or the arbitration provision is void, voidable, or otherwise invalid. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. At the conclusion of the arbitration, the arbitrator may allocate arbitration fees in accordance with applicable law, provided that such fees do not exceed the filing fees that would have been incurred if the Claim had been brought in a state or federal court with jurisdiction over the Claim. Where authorized by applicable law, the arbitrator's award may also include attorney fees, witness fees and similar expenses. At the request of any party, the arbitrator will provide a written explanation of the basis for the award and the disposition of each Claim, including written findings of fact and conclusions of law. Judgment upon the award may be entered in any court having jurisdiction.

This arbitration provision shall survive termination of your Account as well as the repayment of all amounts you owe under the Agreement. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). In the event of a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, this arbitration provision shall govern.

YOU ACKNOWLEDGE THAT IF A CLAIM ARISES YOU MAY BE REQUIRED TO RESOLVE THE CLAIM THROUGH ARBITRATION AND ARE GIVING UP YOUR RIGHTS TO LITIGATE THAT CLAIM IN A COURT OR BEFORE A JURY OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

You may contact the arbitration administrators and obtain their arbitration rules or learn how to file a Claim with the AAA or JAMS as follows:

JAMS
1920 Main Street, Suite 300
Irvine, CA 92614
(949) 224-1810
www.jamsadr.com

American Arbitration Association
1633 Broadway, 10th Floor
New York, NY 10019
(800) 778-7879
www.adr.org

STATE SPECIFIC DISCLOSURES

As required by federal and Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Notice for all accounts, including New York/Rhode Island/Vermont Residents: You agree to give us permission to obtain a credit report from a consumer reporting agency in connection with this application, any transaction, or extension of credit, and on an ongoing basis, for the purpose of performing a routine and occasional verification of credit on your Account, adjusting the credit limit on your Account, taking collection action on your Account, or for any other legitimate purpose associated with your Account. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. New York residents may contact the New York State Department of Financial Services at 1-877-226-5697 or at 1 State Street, New York, NY 10004 to obtain a comparative listing of credit card rates, fees and grace periods.

Notice for California Residents: California law requires that we inform customers that should they fail to fulfill the terms of their credit obligation, a negative report reflecting on their credit record may be submitted to a credit reporting agency. If you are married, you may apply for a separate account in your own name.

Notice for Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

Notice for Married Wisconsin Residents: If you are married, by submitting your Account application you are confirming that this Account obligation is being incurred in the interest of your marriage and your family. No provision of a marital property agreement, a unilateral statement under Sec. 766.59 Wis. Stats., or a court decree under Sec. 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. If the Account for which you are applying is granted, you will notify us if you have a spouse who needs to receive notification that credit has been extended to you.

Your Billing Rights: Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What to Do If You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at:

- We can apply any unpaid amount against your credit limit.

After we finish our investigation, 1 of 2 things will happen:

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Purchases

If you are dissatisfied with the goods or services that you have purchased with Dell Preferred Account, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Dell Preferred Account for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your Dell Preferred Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Dell Preferred Account
Attn: Billing Inquiry Department

P.O. Box 81585
Austin, TX 78708-1585

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

Dell Preferred Account
Attn: Billing Inquiry Department
P.O. Box 81585
Austin, TX 78708-1585

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do (2) things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on the amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.